

TERMS AND CONDITIONS OF REGISTRATION AND ATTENDANCE

This Event: PANNZ 2025

The following terms and conditions apply to your registration for, admission to and continued attendance at, this Event. These terms and conditions of registration and attendance apply both to persons registered to attend the Event and to accompanying guests:

1. **Contract** - These terms and conditions form a contract between you and Will Organise Pty Ltd (ABN 84 606 495 381) ("Will Organise") as agent for and on behalf the Society for Paediatric Anaesthesia in New Zealand and Australia (ABN 44 639 760 994) ("SPANZA").
2. **Compliance with venue terms and conditions** - You must also comply with the terms and conditions of entry to any venue connected with this Event.
3. **Full payment required** - Full payment, in advance and in cleared funds and in Australian dollars, of the registration fee, applicable GST and all other monies due and payable in connection with your attendance at this Event must be made.
4. **Non-attendance** – Subject to clauses 5 and 6, if you do not or are unable to attend this Event for any reason, you will not be entitled to a refund of monies paid in connection with your registration and neither SPANZA nor Will Organise will be liable for any losses you incur, including but not limited to transportation or accommodation costs.
5. **Your cancellation** - If you wish to cancel your registration:
 - (a) Within 8 weeks of the conference, You will receive a full refund of monies actually received, less a cancellation fee of NZ\$80
 - (b) Within 4 weeks of the conference, You will receive a refund of one half of monies actually received
 - (c) Within 2 weeks of the conference, You have no entitlement to a refund of any amount.
6. **Cancellation or postponement of the Event** – SPANZA reserves the right to cancel or postpone the Event at any time in its sole discretion and for any reason and,
 - (a) If the Event is cancelled:
 - (i) reasonable endeavours will be made to notify you and details of cancellation will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event.
 - (ii) your sole entitlement is to a refund of all monies actually received in connection with your registration, subject to proof of purchase;
 - (iii) a refund of monies actually received is your sole entitlement in the event of cancellation and neither SPANZA nor Will Organise will be liable for any losses you incur as a consequence of such cancellation, including but not limited to transportation or accommodation costs, and loss of enjoyment; and
 - (b) If the Event is postponed:
 - (i) reasonable endeavours will be made to notify you (in this clause a "Postponement Notice") and details of postponement will be posted to this website. You are responsible for checking for such notifications/alerts prior to the Event

(ii) On receipt of a Postponement Notice, at your option You may:

- A. notify Will Organise that you cannot, or do not wish to, attend the Event on its new (postponed) date(s), in which case your sole entitlement is to a refund of all monies actually received in connection with your registration, subject to proof of purchase; or
- B. notify Will Organise that you wish to attend the Event at its new (postponed) date(s), in which case, the monies paid by you will be retained,

and if, within 14 days of the date of the Postponement Notice, you do not notify us in writing under paragraph A of this sub-clause, you are deemed to have registered for the Event at its new (postponed) date(s) on these terms and conditions and the monies you have paid will be retained as payment for the postponed Event;

and

(iii) a refund of monies actually received is your sole entitlement in the event of postponement and neither SPANZA nor Will Organise will be liable for any losses you incur as a consequence of such postponement, including but not limited to transportation or accommodation costs, and loss of enjoyment.

7. **Event subject to change** - While SPANZA will make reasonable endeavours to stage this Event as advertised, you agree that the following may occur without liability of any kind to you:

- (a) changes to the venue or the location of the Event or components of the Event within the venue;
- (b) changes to programme content, its order or to session times;
- (c) changes to the speakers, entertainers and other presenters;
- (d) changes to the social programme and the venue for dinners and other social events.

If any changes occur to the Event as advertised, SPANZA will make reasonable endeavours to make substitutes that are reasonable in the circumstances, subject to the number of registrations and the circumstances that made the change(s) necessary or desirable. Notice of substantial and material changes will be placed on this website. You are responsible for checking for such notifications/alerts prior to the Event.

8. **Your conduct at this Event** – At all times during this Event you must:

- (a) conduct yourself in a reasonable, respectful, considerate and lawful manner;
- (b) not act, speak or otherwise communicate in a manner that is offensive, obscene or that reasonable persons may consider to be offensive or obscene;
- (c) if you consume alcohol, do so reasonably and responsibly;
- (d) act in a manner that does not place the safety and health of all persons at the Event at risk;
- (e) not cause personal injury to or defame any person or damage the property of any person;
- (f) be respectful towards speakers and others expressing their opinions and refrain from nuisance or interrupting or disrupting programme content; and
- (g) comply promptly with the reasonable and lawful directions of authorised staff SPANZA, Will Organise and of the relevant venues.

SPANZA and/or Will Organise may, without liability to you, eject you from the Event and/or refuse entry to the Event or any part of the Event if SPANZA or Will Organise, acting reasonably, considers that you are in breach of these terms and conditions, or for any other reasonable cause.

9. **Release of liability** – You release SPANZA and Will Organise from liability for any losses, costs (including legal costs and disbursements) damage or claims, including but not limited to:

- (a) personal injury of any kind, or death;
- (b) damage to, loss of or destruction of property of any kind;
- (c) damage to reputation,

except to the extent that such loss, cost, damage or claim is directly caused by the negligence of SPANZA or Will Organise (in which case clause 10 applies).

10. **Limitation and exclusion of liability** – To the extent permitted by law:

- (a) if you claim non-compliance with consumer guarantee applicable to goods or services supplied by SPANZA, the liability of SPANZA is limited, in the case of:
 - (i) goods, at SPANZA’s option, to the replacement of the goods or the cost of having the goods replaced or repaired; and
 - (ii) services, at SPANZA’s option, to the re-supply of the services or the cost of having the services re-supplied;

and

- (b) In all other cases, the liability of SPANZA and Will Organise for any cause of action including but not limited to breach of contract, negligence or other breach of duty is limited to the sum of the monies actually paid by you in connection with your registration for the event and neither SPANZA nor Will Organise will be liable for loss of profit, loss or revenue, lost cost-savings, loss of opportunity or consequential loss of any kind.

11. **Independent contractor suppliers** – You acknowledge and agree that:

- (a) all goods and services supplied to you in connection with the Event (including but not limited to transport, accommodation, the venue, food and beverage, audio-visual services, security, cleaning, programme content and entertainment) will be supplied by suppliers (each, a “Supplier”) who are all independent contractors of SPANZA and/or Will Organise;
- (b) the views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of SPANZA. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of their presentations, marketing collateral, and/or advertising;
- (c) no Supplier is an employee, agent or partner of SPANZA or Will Organise and neither SPANZA nor Will Organise is vicariously or jointly liable for the acts and omissions of a Supplier.

12. **Indemnity** – You must indemnify and keep SPANZA and Will Organise indemnified against all losses, costs and expenses (including actual legal costs and disbursements on a full indemnity basis) incurred by SPANZA and/or Will Organise in connection with any claim, demand, action or proceedings against SPANZA and/or Will Organise arising wholly or partly, directly or indirectly, from your act or omission, and whether such claim, demand, action or proceeding is founded wholly or partly on:

- (a) your unlawful act or omission, negligence, breach of contract (including this agreement), or other breach of duty or any cause of action whatsoever;
- (b) any term of a contract by which SPANZA and/or Will Organise is made liable for your act or omission, or otherwise.

13. Photography and filming –

- (a) You may use hand-held cameras and/or smart phones at the Event to take photographs and films for personal, non-commercial use, provided the act of so doing is not disruptive, intrusive or in breach of intellectual property rights and provide that the subject of such photography and filming consents. Such photographs and films may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.
- (b) SPANZA may hire service providers (photo/video/streaming/audio) to document and display the event experience. SPANZA and Will Organise may also use social media to post photos and videos and to display select submissions at the venue and on SPANZA’s websites.
- (c) You irrevocably authorise SPANZA and Will Organise to:
 - (i) record you (picture and voice) on photos films and sound recordings (each, a “Recording”); and
 - (ii) edit and incorporate the Recording into a photo, video gallery, short film or webinar as a record of and for the promotion of the Event and future similar events,for no monetary or other compensation to you and you acknowledge and agree that you have no right, title or interest in such Recording.

14. Guests:

- (a) If you have registered to attend the Event and also register a guest to accompany you to any part of the Event or any function held in connection with the Event, you:
 - (i) warrant that you received your guest’s consent to providing personal information, including the guest’s name and email address to Will Organise and SPANZA;
 - (ii) must ensure that the guest complies with these terms and conditions of registration and attendance.
- (b) If you are a guest accompanying a registrant for the Event, it is a condition of your admission to and continued attendance at the Event, that you agree to these terms and conditions of registration and attendance and that you comply with them. If you do not agree to these terms and conditions of registration and attendance, please notify Will Organise and your name will be removed from the guest list.

15. Governing law – These terms and conditions are made under and governed by the laws applicable in NSW, Australia, and you accept the non-exclusive jurisdiction of the courts of that place.